

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

SPECIAL USE PERMIT
for
COMMERCIAL SERVICES

Permit Period 1999-2000

Name of Use: **Incidental Business Permit**

Date Permit Reviewed: _____
Reviewed: _____
Reviewed: _____
Expires: _____

Long Term _____
Short Term X

Permit No.: AKRO-AKSO-5300-IBP0000
Name of Area: ALASKA FIELD AREA

Name of Permittee Address Phone

is hereby authorized during the period from (Time _____ day _____ Month _____ 1999), through (Day _____ Month _____ Year _____), to use the following described land or facilities in the areas named below:

GLACIER BAY NATIONAL PARK & PRESERVE (GLBA)

For the purpose(s) of:

Commercially providing: _____

Authority: 36 CFR §1.6 and 36 CFR §5.3

NEPA Compliance: CATEGORICALLY EXCLUDED ____ EA/FONSI ____ EIS

Performance Bond: Required ____ Not Required ____ Amount \$ _____

Liability Insurance: Required X Not Required ____ Amount \$ 1,500,000 per occurrence

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

Permittee: _____
Signature Date

Authorizing Official: _____
Concession Program Manager Date

CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. **Damages** - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. **Benefit** - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. **Assignment** - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. **Revocation** - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [Re 36 CFR 2.32 (4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. The following provisions constitute Condition 4 in accordance with (d)6 The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

NONDISCRIMINATION. If use of the resource covered by their permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

- (a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.
- (b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be canceled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 25, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 25, 1965, as amended or by rule, regulation, or order of the Secretary of labor, or as otherwise provided by law.
- (g) The permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions including sanctions for noncompliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit A
GENERAL PROVISIONS

These general provisions are applicable to all authorized activities or areas listed on your incidental business permit. Additional specific provisions for individual parks, preserves, and monuments (park units) may also be attached.

1. The permittee agrees to provide clients with information provided by the National Park Service regarding the rules and regulations pertaining to the Park Unit. Permittee will provide basic safety information, including human/bear conflicts, to the clients relative to their visit and activity.
2. It is the permittee's responsibility to obtain prior approval from landowners for access to or across private lands within the Park Unit.
3. An accident resulting in personal injury, death or property damage, shall be reported to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] Also, any threatening incident involving wildlife shall be reported to the staff of the respective National Park Service unit, as soon as possible.
4. Adequate precautions will be taken to guard against human/bear encounters. Camps will be kept clean, no food will be kept in tents, and food will be cached according to the individual Park Unit's standards.
5. Public use cabins may not be used without prior approval of the superintendent.
6. The use of gas or propane stoves is strongly encouraged for cooking. All fire rings must be broken up and ashes scattered so that fire remains are not evident.
7. All trash and garbage will be carried out of the Park Unit. Do not bury trash.
8. Caching or storage of boats, materials, supplies or equipment of any type other than fuel is prohibited. Caching of fuel within the Park Unit is prohibited without specific written permission of the Superintendent. If fuel caches are approved, containers must be identified with the permittee's name, address, and the date cached.
9. In accord with FAA Advisory, pilots are requested to avoid disturbing visitors and wildlife by avoiding flight below 2,000 AGL whenever possible.
10. Minimum Impact Camping guidelines will be used to select campsites. Specifically the following are prohibited: Digging or leveling the ground at a campsite, leaving camping equipment, site alterations, or leaving refuse after departing from the campsite, or camping within 100 feet of a flowing stream, river or body of water. [36 CFR 2.10] Camps will remain in one place no longer than 5 days unless prior approval has been obtained from the superintendent.
11. In developed areas, disposal of human body wastes shall be at designated locations or in fixtures provided for that purpose; in non-developed areas, disposal of human body wastes shall be disposed of further than 100 feet from a water source, high water mark of a body of water, or a campsite, or within site of a trail, except as otherwise designated. [36 CFR 2.14]
12. This permit may be revoked should the permittee, owners, or employees:
 - (1) commit a violation of State or Federal law or regulation including but not limited to those relating to resource issues - wildlife and non-wildlife, in or out of parks, providing false information to any agency or department of the US;
 - (2) fail to follow generally acceptable business practices;
 - (3) violate of a federal or state health or safety code or regulation;fail to comply with the provisions and conditions of the permit (36 CFR § 1.6(h))
fail to comply with a superintendent's order or any directive communicated to the permittee by the superintendent.;

13. Any employee of the permittee who commits or has committed with the past five years, violations as listed in # 12, may be required to be excluded by the permittee from working in any capacity relevant to the activities authorized by this Incidental Business Permit.

14. The permittee will report all violations of Park Service regulations observed by him/her and their employees to the park Superintendent within 48 hours of the incident, or as soon as possible.

15. Alteration of historic or prehistoric structures or cultural features is prohibited. Surface collection of historic or prehistoric cultural artifacts is also prohibited. No subsurface ground-disturbing activities will take place without prior written authorization from the Superintendent (Archaeological Resource Protection Act of 1979, 16 USC 470ee; National Historic Preservation Act of 1966, 16 USC 470; and 36 CFR 2.1)

16. Use of Personal Watercraft and Airboats are prohibited for commercial purposes. Personal Watercraft are small vessels (less than 16 feet) which use an inboard motor powering a water jet pump as its primary source of power and are designed to be operated by persons sitting, standing, or kneeling on the vessel. Brand names includes, but are not limited to, Jet Ski, Sea-Doo, Waverunner, Wet Jet and Surf Jet. An Airboat is defined as a shallow draft boat driven by an airplane propeller and steered by an airplane rudder.

Exhibit B
INCIDENTAL BUSINESS PERMIT PROVISIONS

1. This permit is applicable only for the use of the area(s) and terms designated in the permit.
2. The rates of the permittee will not be approved by the National Park Service.
3. The permittee will have none of the rights or privileges of P.L. 89-249, and will not be considered a concessionaire to the National Park Service.
4. The permittee must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
5. The permittee and all participants authorized herein must comply with all of the conditions of the permit including all exhibits or amendments or written directions of the park superintendent.
6. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the superintendent.
7. The permittee shall be liable for any damages to any Government property resulting from these activities.
8. This permit does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
9. **PAYMENT.** An IBP will require the advance payment by the permittee, of a minimum application fee of \$100, notwithstanding the length of the permit (permits will not exceed 2 years), plus a \$100 administrative fee. The \$100 administrative fee will be assessed annually and payment due at the beginning of each year. Operating in two or more parks will require an additional administrative fee of \$50 per park. Fees not paid within 30 days of the due date specified on the bill becomes subject to a \$25 late fee. Those requiring renewal of the IBP will be sent a bill of collection for the administrative fee along with a renewal application. Renewal applicants should submit their application and associated fees by May 31st. If not received by May 31st, the file will be placed in inactive status and the business owner must reapply (paying both the application and administrative fees) in order to obtain a permit.

Permittees that operate in the Katmai National Park and Preserve, Aniakchak National Monument and Preserve and/or Lake Clark National Park & Preserve will pay a monitoring fee of \$4 per user day (for each park unit). Those operating in Wrangell-St. Elias National Park & Preserve will be charged a \$100 monitoring fee. **Air Taxi operators in Glacier Bay National Park & Preserve will be charged a \$50.00 monitoring fee.** At the end of the season, parks will send each applicable permittee a bill of collection for the monitoring fee, which will be due within 30 days of the date specified on the bill; late payments will be subject to a \$25 late fee.

10. **INDEMNIFICATION-** 1) The permittee shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the permittee, his employees, subcontractors or agents under this PERMIT. (a)(1) The permittee shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this PERMIT. (a)(2) The permittee shall provide the Director with a Statement of Insurance and Certificate of Insurance at the inception of this PERMIT and annually thereafter, and shall provide the Director thirty (30) days advance written notice of any material change in the permittee's insurance program hereunder. (a)(3) The Director will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

b. **Public liability.** The permittee shall provide liability insurance against claims occasioned by actions or omissions of the permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein covering both bodily injury and property damage. If claims

reduce available insurance below the required per occurrence limits, the permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy may be used to achieve the required limits.

(b)(1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured. (b)(2) The permittee shall obtain the following coverage:

- (a) Comprehensive general liability insurance - Amount -(\$)
- (b) Protection and Indemnity (Water craft liability)-Amount -(\$)
- (c) Auto liability to cover all owned, non-owned, and hired vehicles -Amount(\$)
- (d) Aircraft liability - Amount(\$)

11. **ASSIGNMENT.** The IBP may not be transferred, extended or assigned under any circumstances.

12. **REVOCATION.** The IBP may be revoked at any time at the discretion of the superintendent without compensation to the permittee or liability to the United States.

13. **ANNUAL REPORTS.** At the end of each season of this permit, the permittee will be mailed an annual Activity Summary Report and Gross Receipt Report forms. Both forms must be completed and submitted no later than October 31st of each year. Non-submission of these reports may be grounds for revocation of the permit. The Annual Gross Receipt Report summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this permit, gross revenues are defined as:

The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the permit.

Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit.

15. It is expressly understood that the permittee is subject to any and all special conditions attached

**ATTACHMENT A
PARK SPECIFIC PROVISIONS**

GLACIER BAY NATIONAL PARK & PRESERVE

**THESE SPECIFIC PROVISIONS ARE APPLICABLE TO THOSE COMMERCIAL ACTIVITIES
AND AREAS AUTHORIZED ON YOUR INCIDENTAL BUSINESS PERMIT.**

GENERAL TERMS & CONDITIONS

1. The Permittee must submit an annual activity report and Sportfish Survey on the attached forms. The annual report must be received at the following address by November 15 of each year. The Sport Fish Survey form is due at the end of each month during which sportfishing activities took place. Send the completed forms to: Glacier Bay National Park, P.O. Box 140, Gustavus, AK 99826 or by fax to: (907) 697-2654.
2. All operations shall be conducted in conformance with relevant National Park Service regulations contained in the current printing of the US Code of Federal Regulations, with particular attention to applicable elements of 36 CFR 13.65 and the park compendium. The park compendium is normally revised on an annual basis and includes closures, restrictions and other operating requirements. A current copy is available on the park internet web site at: <http://www.nps.gov/glba/visit/regs.htm> or by contacting the park.

ACTIVITY SPECIFIC TERMS & CONDITIONS

Guided Sportfishing Services

Freshwater sportfishing guide service is authorized only in Glacier Bay National Preserve and that portion of Glacier Bay National Park north and west of Lituya Bay.

Charter Vessels

1. This permit authorizes charter vessel services in Glacier Bay National Park marine waters except as follows: use of Glacier Bay proper (north of a line from Pt. Gustavus to Pt. Carolus) and Dundas Bay (north of a line from Pt. Dundas to Pt. Wimbledon) are not authorized from May 16 - September 30.
2. Charter vessel services are restricted to the marine waters of Glacier Bay National Park unless specifically authorized in writing by the Superintendent.

Guided Kayaking

1. Guided kayaking services are limited to marine waters of Glacier Bay National Park and Preserve from September 11 through May 31 and to the marine waters of Glacier Bay National Park & Preserve, **excluding Glacier Bay proper** (north of a line from Pt. Gustavus to Pt. Carolus) from June 1 through September 10.
2. The authorized area for guided kayaking from June 1 through September 10 is broken up into the following areas: Excursion Inlet, Dundas Bay, Taylor Bay, Cape Spencer to Palma Bay, Palma Bay to the entrance of Lituya Bay, Lituya Bay, and the entrance of Lituya Bay to Sea Otter Creek. Only one guided trip will be authorized in each of these areas at a time. Trips will be assigned on a first, come-first served basis through the park. To schedule a trip in June, July or August call the Park Backcountry Office:(907) 697-2627. At other times call the Park Concessions Specialist (907) 697-2230.

3. If the trip involves overnight camping within the park, the terms and conditions for *Backcountry Use* apply (see below).

Backcountry Use

1. All use of the park authorized by this permit is subject to the restrictions of the Glacier Bay Wilderness Visitor Use Management Plan, as follows:

- a. On shore group size is limited to 12 persons, including guides and clients.
- b. Groups will not remain longer than three consecutive nights in the same campsite, unless specifically authorized by the Superintendent.
- c. A maximum of three guided backpacking and/or hiking trips is authorized per year per company.
- d. A maximum of three guided mountaineering and/or ski touring trips is authorized per year per company.
- e. Within Glacier Bay proper, guided parties may only use beach areas for camping on the first and last night of each trip. The intent of this is to authorize these commercial uses in lightly used backcountry areas away from the beach zone. Guided parties may not use Reid Inlet for access between May 15 and September 15.
- f. Guided mountaineering/ski touring is authorized only in the area east of, and not including, the Fairweather Range.
- g. If access via marine waters to an area within the park is necessary, it must be provided by a company authorized to provide that access in Glacier Bay National Park & Preserve, i.e. an authorized charter boat, tour boat or air taxi operator.

2. a. The permittee must obtain a *Backcountry Permit* for each overnight backcountry trip and all guides must complete a park backcountry orientation prior to the trip. The orientation, which normally occurs at the park Visitor Information Center in Bartlett Cove, may be arranged by calling (907-697-2627 from May 1 to September 15 and (907)-697-2230 during the remainder of the year.

b. The permittee must submit a trip report within 15 days following each trip including the following information: date and location of each campsite, names of all participants (clients and guides), description of any close wildlife encounters, details of any accidents or injuries, means of access and backcountry permit number.

Air Taxi

1. Scheduled air service to Glacier Bay National Park & Preserve is not authorized.
2. This permit does not grant a base of operations within Glacier Bay National Park & Preserve.
3. The Permittee will reimburse the NPS for the cost of managing landing areas within the Park.

Revised December 10, 1999



This information is required under the terms of your Incidental Business Permit. It should be submitted to the address above by November 15th of each year. A separate *Sport Fisheries Catch Survey Form* is also required. Include data for all activities within the Park (including the outer coast and all other waters of the Park). Use additional sheets as required.

Date: _____

[illegible]

Charter Business Name	Charter starting location	Charter ending location
Vessel name and ADFG No.	Charter begin date (mm/dd/yy) and time	Charter end date (mm/dd/yy) and time
Vessel operator	Number of crew	

[illegible]

SURVEY LOGBOOK FORM INSTRUCTIONS

Page__ of __ : Indicate page number and total pages (*i.e.*, Page 1 of 2) for each charter trip on each sheet. Use as many pages as needed for each trip.

Charter business name, vessel name, ADFG no., vessel operator and number of crew: Record your charter business name, vessel name, 5 digit ADFG no. (issued by the Commercial Fisheries Entry Commission), name of the vessel operator and number of crew, if any besides captain. Otherwise record 0.

Charter starting and ending location: Record port or site where trip originates and ends unless same as start location. If same as start location, then record "same".

Charter begin and end date and time: Record date and time at the start and end of each charter trip. Date is important for tracking seasonal trends and charter trip length. Time is important for accurately determining trip length (*i.e.*, half day, full day and multiple day), in verifying fishing effort (*i.e.*, rod hours) and in evaluating seasonal trends.

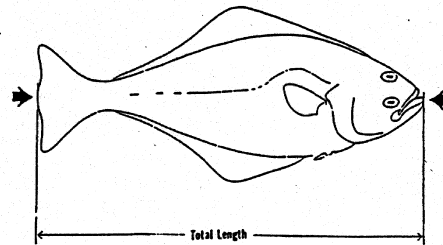
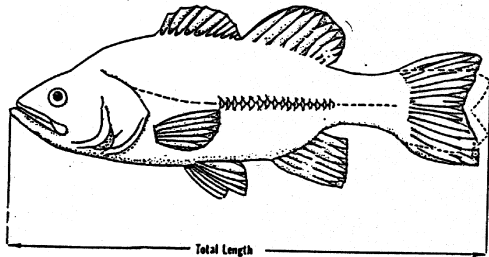
Date (mm/dd/yy): Record the date fished at each location. Please note that it is important to record fishing effort at each location even if no fish are caught.

Fishing location (be specific): Record each location fished within the boundaries of Glacier Bay National Park and Preserve. This is *critical* for accurately apportioning effort, catch and harvest. If several marine locations were fished, record effort, catch and harvest at each location. If a freshwater system or multiple freshwater systems were fished on a given day, record effort, catch and harvest for each stream or watershed. Please provide location information by water body (*e.g.*, name of bay, inlet, stream or lake, etc.) when available. Use the nearest landmark (*i.e.*, Ancon, Rush Point, Pt. Carolus, *etc.*) when water body identity is not available.

No. people fishing: Record the number of people fishing at each location including skipper and crew if applicable. This information will be used to document the number of charter vessel based Park visitors participating in this activity annually and to verify rod hours which are used for calculating catch rates.

Rod hours for salmon and/or for bottom fish. Trap hours for shellfish: Record the total number of hours of fishing time by species group at each location. Detailed information on fishing effort is needed to calculate catch rates for each species (catch per unit effort [CPUE] in number of fish or shellfish caught per rod or trap hour) at each location. For example, 2 rods trolling for salmon for 4 hours equals 8 rod hours of fishing effort for that species at that location. If one king salmon was caught, CPUE would be 0.125 salmon/h. Four people jigging for halibut for 2 hours at the same location would equal 8 rod hours of fishing effort. If 4 fish were caught, CPUE would equal 0.5 halibut/h. If the number of hours fishing varies for each person add the number of hours fished by each person by species group targeted at each location and sum for species group. If you fished for crab or shrimp, estimate the total number of hours fished by all gear. For example, if 4 shrimp pots were fished overnight for 10 h each then total effort (trap hours for shellfish) would be 40 h.

Record species of finfish and shellfish caught in that location (include no. of each): For each location, record the common name of all finfish and shellfish species caught to the best of your ability. Record the number of individuals by species for each location.



Length of fish kept: Measure length from tip of snout to end of caudal fin for **all finfish** kept. A dressmaker's flexible tape serves this purpose well. Pinch together upper and lower caudal fin lobes as shown (above left) for measuring length of salmon, rockfish or lingcod. Halibut should be measured as indicated without manipulating the caudal fin.

Number of finfish and shellfish released: Please record numbers but do not measure released finfish or shellfish. This will reduce handling impacts and stress to these individuals.